

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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LOCAL 210 PENSION FUND, :  
: Plaintiff, :  
: :  
-against- : **ANSWER TO**  
: **COUNTERCLAIMS**  
: :  
: Docket No. 07-CV-8140  
: (LAP)  
LEWIS TATE, :  
: Defendant, :  
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Local 210 Pension Fund (“Fund”), by its attorneys Raab, Sturm & Goldman, LLP., answers the counterclaims of Lewis Tate (“Defendant”), as follows:

1. The Fund denies each and every allegation set forth in paragraph 41 of the Answer and Counterclaims.
2. The Fund admits the allegations set forth in paragraph 42 of the Answer and Counterclaims, but asserts that the provision is not relevant to the allegations raised in the underlying Complaint.
3. The Fund admits the allegations set forth in paragraph 43 of the Answer and Counterclaims.
4. The Fund denies each and every allegation set forth in paragraph 44 of the Answer and Counterclaims.
5. The Fund denies each and every allegation set forth in paragraph 45 of the Answer and Counterclaims.
6. The Fund denies each and every allegation set forth in paragraph 46 of the Answer and Counterclaims, and affirmatively directs Defendant to the terms of

the Plan and the Summary Plan Description.

7. The Fund denies each and every allegation set forth in paragraph 47 of the Answer and Counterclaims.
8. The Fund denies each and every allegation set forth in paragraph 48 of the Answer and Counterclaims.
9. The Fund admits and denies the allegations set forth in paragraph 49 of the Answer and Counterclaims to the extent previously admitted and denied.
10. The Fund admits the allegations set forth in paragraph 50 of the Answer and Counterclaims.
11. The Fund denies each and every allegation set forth in paragraph 51 of the Answer and Counterclaims.
12. The Fund admits and denies the allegations set forth in paragraph 49 of the Answer and Counterclaims to the extent previously admitted and denied.
13. The Fund denies each and every allegation set forth in paragraph 53 of the Answer and Counterclaims.
14. The Fund admits and denies the allegations set forth in paragraph 54 of the Answer and Counterclaims to the extent previously admitted and denied.
15. The Fund denies each and every allegation set forth in paragraph 55 of the Answer and Counterclaims, but admits that if Defendant continued to work for a contributing employer in a covered position during the period of his collecting a pension from the Fund, such employment would be treated as continued covered employment as defined by the Plan.
16. The Fund denies each and every allegation set forth in paragraph 56 of the

Answer and Counterclaims, but admits that if Defendant continued to work for a contributing employer in a covered position during the period of his collecting a pension from the Fund, such employment would be treated as continued covered employment as defined by the Plan.

WHEREFORE, the Fund respectfully demands that the Counterclaims be dismissed in their entireties.

Dated: New York, New York  
October 1, 2007

*Raab, Sturm & Goldman, LLP*

By: \_\_\_\_\_  
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